

*Camp Ootacamund, the 13th May 1893.*

18947—G. 349-92.—For that part of Rule 2 published with Notification No. 9699—G. F. 349-92, dated 11th December 1892, which relates to the Civil Examination, the following shall be substituted :—

**“ II. CIVIL EXAMINATION. ”**

	Subjects.	Text prescribed for each subject.	Maximum number of marks in each subject.
Part I.	(a) Evidence ...	The Indian Evidence Act I of 1872.	80
	(b) Contracts ...	The Indian Contract Act IX of 1872.	100
	(c) Hindu and Mohamedan Law ...	(1) Mayne's Hindu Law and Usage.	150
		(2) Shadagopachari's Manual of Mohamedan Law.	
	(d) Torts and Easements...	(1) Collett on the Law of Torts and Measure of Damages, (2) The Easements Act V of 1882.	100
	Total for Part I.....	430.	
Part II.	(a) Transfer of Property and Specific Relief...	(1) The Transfer of Property Act IV of 1882.	100
		(2) The Specific Relief Act I of 1877.	
	(b) Procedure ...	(1) The Code of Civil Procedure Act XIV of 1882 as modified by Mysore Regulations No. II of 1884 and No. II of 1887.	150
		(2) The Indian Limitation Act XV of 1877 as amended by Acts XII of 1879 and VIII of 1880.	
	Total for Part II.....	250	

“Note.—1. The questions on Hindu Law will be restricted to general principles and the doctrines followed in Southern India.

2. Candidates will be permitted to pass in parts I and II of the Civil Examination in different years, and for the purpose of Rules 5 and 9, each part will be treated as a separate Examination.”

2. For the note appended at the end of Rule 2 of the above quoted Notification, the following shall be substituted :—

“ Note.—Candidates appearing in the same year for II. Civil and III. Criminal Examinations will be required to answer only one paper on the Law of Evidence. A Candidate who may have answered a paper on the Law of Evidence when passing in any year II. Civil Examination or III. Criminal Examination or *vice versa* will not be expected again to answer a paper on the same subject when, in a subsequent year, he appears either for III. Criminal Examination or II. Civil Examination or *vice versa*.”

3. For the words and figures “For II. Civil Examination...12” in Rule 13 of the above quoted Notification, the following shall be substituted :—

“ For Part I of II. Civil Examination ... 7  
“ For Part II of II. Civil Examination ... 5.”

4. To Rule 8 of the above quoted Notification, the following shall be added :—

“or to exempt any Assistant Commissioner employed in the Police, Revenue or other Executive Department of the Administration from passing Part II of the Civil Examination.”

5. The modifications above ordered should come into effect immediately.

The — April 1893.

Under Section 6 of the Land Acquisition Act, it is hereby declared that the undermentioned lands are required for a public purpose, that is, for the extension of the Rifle Range at Hebbal.

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.				Boundaries.
				Description.	Survey No.	Extent.		Assessment.
Bangalore.	Bangalore.	Hebbal.	1. Sonnegauda, son of Papanna.	Dry	Part 50	A. G.	Rs. A. P.	0 1. East—A portion of No. 50, left to the raiyat. 2. West—A portion of No. 49, belonging to Nannubayi. 3. North—Survey No. 54. 4. South—Portion of Survey No. 47, belonging to Muniya.
			2. Patel Jiyanna	Do	Part 36	3 21	4 0 0	0 1. East—A portion of No. 36, belonging to Ramaswami. 2. West—Survey No. 32, No. 136 dry land, belonging to Latchmidas. 3. North—A portion of No. 35, belonging to Somaiya. 4. South—A portion of No. 32, belonging to Latchmidas.
			3. Muniya, son of Tammanna.	Do	38	2 24	3 0 0	0 1. East—Survey No. 39, Basavanna, Inam land. 2. West—Boundary of the Sarvamanya, Bhupasandra village. 3. North—Portion of No. 38, belonging to Bestar Muddama. 4. South—Portion of No. 38, belonging to Bairanna.
			4. Muniyappa, son of Tammanna.	Do Garden	Part 47	1 9	1 8 0	0 1. East—Portion of No. 47, left to the raiyat. 2. West—No. 38, No. 39, Basaveswara Inam. 3. North—Survey No. 50, belonging to Sonnegauda. 4. South—Survey No. 45, belonging to Shanthog Inam.
			5. Rayappanaballi Sonna and Srinivas Rao.	Dry	35	9 13	11 0 0	0 1. East—Survey No. 41 (Toti Inam). 2. West—Survey No. 36, belonging to Nanjunda and a portion of Survey No. 37, belonging to Chikkasumba. 3. North—A portion of Survey No. 40, belonging to Muniya. 4. South—A portion of Survey No. 36, belonging to Jiyanna.
			6. Do do	Do	Part 49	2 8	2 8 0	0 1. East—Portion of Survey No. 50, belonging to Sonnegauda. 2. West—Boundary of the Sarvamanya, Bhupasandra village. 3. North—Portion of No. 49, belonging to Nannubayi. 4. South—Survey No. 48, belonging to Venkatanarayanavadhut.
			7. Jamanna	Do	30	9 4	4 8 0	0 1. East—Portion of Survey No. 36, belonging to Nanjunda, portion of 32, belonging to Latchmidas and Survey No. 31, Government Plantation. 2. West—Survey No. 29, belonging to Sonna. 3. North—Boundary of the Sarvamanya, Bhupasandra village. 4. South—Survey No. 31, Plantation and a portion of No. 28, Government waste as also Venkatakrishna's land.

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.					Boundaries.
				Description.	Survey No.	Extent.		Assessment.	
Bangalore.	Bangalore.	Hebbal.	8. Jamanna ...	Dry	Part No. 49	A. G. 1 4 1/4	Rs 1	A. P. 4 0	1. East—Survey No. 50, belonging to Sonnegauda. 2. West—Boundary of the Sarvamanya, Bhupasandra village. 3. North—A portion of No. 49, belonging to Nannubayi. 4. South—A portion of No. 49, belonging to Sonna.
			9. Pillappa ...	Do	Do	1 4 1/4	1	4 0	1. East—Survey No. 50, belonging to Sonnegauda. 2. West—A portion of No. 49, belonging to Jamanna. 3. North—A portion of No. 49, belonging to Chaudri Nannubayi. 4. South—A portion of No. 49, belonging to Sonna.
			10. Agrahar Pillappa, son of Sonnappa.	Do	56	4 26	5	8 0	1. East—Portion of No. 55, belonging to Bachanna and No. 54, belonging to Nanjaiya. 2. West—Boundary of the Sarvamanya, Bhupasandra village. 3. North—Survey No. 57, belonging to Viranna and Hebbal tank bed. 4. South—Portion of Survey No. 49, belonging to Nannubayi.
			11. Bhandi Bachanna ...	Dry Wet	Part No. 55 ...	... 28 ... 27	} 2	4 0	1. East—Portion of No. 55, belonging to Sonnegauda. 2. West—No. 56, belonging to Sonnegauda. 3. North—Hebbal tank bed. 4. South—A portion of Survey No. 54, belonging to Nanjaiya.
			12. Bestar Muddanna ...	Dry	Part No. 38	2 2	2	8 0	1. East—Survey No. 47, belonging to Muniya. 2. West—Boundary of the Sarvamanya, Bhupasandra village. 3. North—Survey No. 48, belonging to Venkatanarnavadhut. 4. South—Survey No. 39, Basvesvara Inam.
			13. Basavanna Inam land	Do	39	1 24	2	0 0	1. East—Survey No. 47, belonging to Muniya and No. 45, Shanbhog Inam. 2. West—Portion of No. 38, belonging to Muniya. 3. North—Portion of No. 38, belonging to Muddanna. 4. South—Portion of No. 40, belonging to Papanna.
			14. Ramaswami, (Pattadar) 1. Mariyappa 2. Viramma (enjoyers)	Do	Part No. 36	2 7	2	4 0	1. East—Portion of No. 34, belonging to Timmaraya. 2. West—Portion of No. 36, belonging to Patel Jiyanna. 3. North—Portion of No. 35, belonging to Srinivasa Rao. 4. South—Portion of No. 32, belonging to Latchmidas.
			15. Ramaswami, (Pattadar) Viranna (Purchaser)	Do	Part No. 33	1 37	2	4 0	1. East—Survey No. 23, belonging to Balagai Giriya. 2. West—Portion of No. 33, belonging to Narasimmaiya. 3. North—Portion of No. 33, belonging to Baira. 4. South—Government Plantation.

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.						Boundaries.	
				Description.	Survey No.	Extent.			Assessment.		
Bangalore.	Bangalore.	Hebbal.	16. Shanbhog Putta- dasappa	Dry	Part No. 45	A. 1	G. 1	Rs. 1	A. 0	P. 0	1. East—A portion of No. 45, left to raiyat. 2. West—Survey No. 39, Basavesvara's Inam land. 3. North—Survey No. 47, belonging to Muniya. 4. South—Survey No. 44, belonging to Nanjaiya.
			17. Nanjunda, son of Nanjaiya	Do	Part 44	2	34	3	8	0	1. East—A portion of No. 44, left to raiyat. 2. West—A portion of No. 40, belong- ing to Muniya. 3. North—Survey No. 45, Shanbhog Inam land. 4. South—Survey No. 41, Toti Inam land.
			18. Sonnegauda, son of Papanna and Gopal- aiya, co-sharer.	Do	Part No. 40	1	35	2	0	0	1. East—Survey No. 44, belonging to Nanjaiya. 2. West—A portion of Survey No. 38, belonging to Bairanna. 3. North—Survey No. 39, Basaves- vara's Inam land. 4. South—A portion of No. 40, belong- ing to Balagai Mariga.
			19. Budigere Bairanna...	Do	Part 38	2	28	3	0	0	1. East—Portion of Survey No. 40, belonging to Papanna and Ura. 2. West—Boundary of the Sarvamanya, Bhupasandra village. 3. North—Portion of No. 38, belonging to Muniya. 4. South—No. 37, belonging to Venkata.
			20. Virasagar Muniya and Ranga	Do	Part 40	4	35	6	0	0	1. East—Survey No. 44, belonging to Nanjaiya and No. 41, Toti Inam. 2. West—Survey No. 37, belonging to Venkata. 3. North—Portion of No. 40, belonging to Mariga. 4. South—No. 35, belonging to Nanjaiya.
			21. Baira	Do	Part No. 33	2	12	2	8	0	1. East—Balagai Giriya's land, No. 23. 2. West—Portion of No. 33, belonging to Narasimmaiya. 3. North—No. 34, belonging to Chiksa- ranga. 4. South—Portion of No. 33, belonging to Viramma.
			22. Sadaralli	Do	29	10	15	6	8	0	1. East—Survey No. 30, belonging to Jamanna. 2. West—Boundary of the Geddalahalli village. 3. North—Boundary of the Sarvamanya, Bhupasandra village. 4. South—Survey No. 28, Government waste land.
			23. Toti Chikranga	Do	Part 41	1	33	2	0	0	1. East—A portion of No. 41, left to the raiyat. 2. West—No. 40, belonging to Muniya. 3. North—Survey No. 44, belonging to Nanjaiya. 4. South—No. 34, belonging to Chik- ranga.

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.				Boundaries.			
				Description.	Survey No.	Extent.	Assessment.				
Bangalore.	Bangalore.	Hebbal.	24. Nanjaiya, (Pattadar)	Dry	Part 54	A. 1	G. 27	Rs. 2	A. 0	P. 0	1. East—A portion of, No. 54, left to the raiyat.
			1. Nanjunda	Wet	...	...	26	1	8	0	2. West—No. 56, belonging to Agrahar Pillappa, and No. 49, belonging to Nannubayi.
			2. Tamnanna (enjoyers)	Garden	...	...	4	1	0	0	3. North—No. 55, belonging to Bandi Bacha.
											4. South—No. 50, belonging to Sonnegauda.
			25. Nanjunda, son of Devaiya.	Dry	Part No. 36	4	10	4	12	0	1. East—No. 35, belonging to Nanjaiya.
											2. West—No. 30, belonging to Jamanna and Boundary of the Sarvamanya, Bhupasandra Village.
			26. Balagai Timmaraya and his son Munimaraiya.	Do	Part No. 34	1	17	1	8	0	3. North—No. 37, belonging to Venkata.
											4. South—No. 32, belonging to Latchmidas.
			27. Chikranga	Do	Part No. 34	2	5	2	8	0	1. East—Portion of No. 13, belonging to Balagai Mariga, Patel Jiyanna and Begur Bacha.
											2. West—No. 35, belonging to Nanjaiya and portion of No. 36, belonging to Nanjunda.
											3. North—No. 41, Toti Inam.
											4. South—Portion of Survey No. 33, belonging to Narasimmaiya.
			28. Agasara Venkata and Haider Sahib, (Purchaser)	Do	Part 37	6	1	6	12	0	1. East—Survey No. 13, belonging to Balagai Mariga, Patel Jiyanna and Begur Bacha.
											2. West—Survey No. 35, belonging to Nanjaiya.
											3. North—Survey No. 41, Toti Inam land.
											4. South—A portion of Survey No. 33, belonging to Narasimmaiya.
			29. Balagai Chiksampa	Do	Part 37	1	19	1	12	0	1. East—Survey No. 35, belonging to Sonna and a portion of No. 40, belonging to Muniya.
											2. West—Boundary of the Sarvamanya, Bhupasandra Village.
											3. North—Portion of Survey No. 38, belonging to Muniya.
											4. South—Portion of Survey No. 36, belonging to Muniya.
			30. Balagai Mariya	Do	Part No. 40	1	10	1	8	0	1. East—Portion of Survey No. 35, belonging to Sonna and No. 40, belonging to Muniya.
											2. West—A portion of No. 37, belonging to Venkata.
											3. North—A portion of No. 37, belonging to Venkata.
											4. South—A portion of No. 36, belonging to Venkata.
											4. South—A portion of No. 36, belonging to Nanjunda.
											1. East—Survey No. 44, belonging to Nanjunda.
											2. West—A portion of No. 37, belonging to Venkata.
											3. North—A portion of No. 40, belonging to Sonnegauda.
											4. South—A portion of No. 35, belonging to Sonna.

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.				Boundaries.			
				Description.	Survey No.	Extent.			Assessment.		
Bangalore.	Bangalore.	Hebbal.	31. Balagai Giriya, (Pat- tadar) and Muni- tinma, (enjoyer)	Dry	Part No. 23	A. 1	G. 35	Rs. 112	0	1. East—A portion of No. 23, left to raiylats. 2. West—A portion of No. 33, belong- ing to Ramasami and Bira. 3. North—A portion of No. 23, belong- ing to Sonnegauda. 4. South—Survey No. 24, Government Plantation,	
			32. Hajam Narasimma...	Do	Part No. 28	2	30	2	0	0	1. East—Survey No. 26, Plantation. 2. West—Boundary of the Geddalahalli Village. 3. North—A portion of Survey No. 28, belonging to Hajam Venkata. 4. South—Survey No. 27, belonging to Munegauda.
			33. Hajam Venkata- kristna, holding $\frac{1}{4}$ th share and Hajam Narasimma.	Do	Part No. 28	4	...	3	0	0	1. East—Survey No. 26, Government Plantation 2. West—Boundary of the Geddalahalli Village. 3. North—A portion of No. 28, belong- ing to Vira. 4. South—A portion of No 28, belong- ing to Narasimma.
			34. Munegauda	Do	27	7	6	7	0	0	1. East—Survey No. 135, Government Plantation. 2. West—Boundary of the Geddalahalli Village. 3. North—A portion of No. 28, belong- ing to Narasimmaiya. 4. Boundary of Vyalikaval Village.
			35. Latchmidas	Do	32	14	6	16	0	0	1. East—A portion of No. 33, belong- ing to Narasimma and Bira. 2. West—Survey No. 30, belonging to Jamanna. 3. North—Survey No. 36, belonging to Patel Jiyanna, Nanjunda and Ra- masami. 4. South—Survey No. 31, Government Plantation.
			36. Narasimmaiya	Do	Part No. 33	5	34	6	4	0	1. East—Survey No. 23, belonging to Sonnegauda and Giriya. 2. West—Survey No. 31, Government Plantation and No. 32, belonging to Latchmidas. 3. North—Survey No. 34, belonging to Chikkaranga and Timmaraya. 4. South—Survey No. 24, Government Plantation.
			37. Venkatanaranava- dhut (deceased), his brother's son Rama- seshasastri.	Do	48	5	5	6	0	0	1. East—Survey No. 47, belonging to Muniya and No. 50, belonging to Sonnegauda. 2. West—Boundary of the Sarvamanya, Bhupasandra Village. 3. North—Survey No. 49, belonging to Nanjunda. 4. South—Portion of Survey No. 38, belonging to Muddanna.
			38. Gaddathappanna Viranna.	Wet Garden	57	...	25 1 20	15	0	0	1. East—A portion of Survey No. 56, belonging to Viranna. 2. West—Boundary of the Sarvamanya, Bhupasandra Village. 3. North—Hebbal Tank bed. 4. South—A portion of No. 56, belong-

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.				Boundaries.
				Description.	Survey No.	Extent.	Assessment.	
Bangalore	Bangalore	Hebbal	39. Sonnegauda (Pattadar) Gaddathappana Viranna (purchaser).	Wet Dry	Part 56 ...	A. G. ... 29 ... 29	Rs. A. P. } 2 8 0	1. East—Survey No. 55, belonging to Bachanna. 2. West—Survey No. 57, belonging to Viranna. 3. North—Hebbal Tank bed. 4. South—A portion of No. 56, belonging to Pillaga.
			40. Virappa (Pattadar) Venkataramanappa (purchaser).	Dry.	Part No. 28	4 22	3 8 0	1. East—Survey No. 26, Government Plantation. 2. West—Boundary of the Geddalahalli Village. 3. North—Survey No. 29, belonging to Sadarhalli. 4. South—A portion of No. 28, belonging to Venkatappa.
			41. Chaudri Nannubayi (deceased), his son Madar Saib.	Do	Part No. 49	3 7	3 8 0	1. East—Survey No. 50, belonging to Sonnegauda and No. 54, belonging to Nanjunda. 2. West—Boundary of the Sarvamarya, Bhupasandra Village. 3. North—Survey No. 56, belonging to Agrahar Pillappa. 4. South—A portion of No. 49, belonging to Nanjunda.
			42. Muzavar Syed Buden Sab and others.	Dry Wet Garden	... ... ...	18 19 16 11 1 1	As these are attached to Inam village, survey number and assessment are not available.	1. East—Boundary of the Hebbal Village. 2. West—Boundary of the Sarvamarya, Bhupasandra Village. 3. North—Hebbal Tank bed. 4. South—Boundary of the Geddalahalli Village.

The 9th May 1893.

No. 18570—L. F. 156-92.—Messrs. Patel Puttappa and Desakulakarnika Dasappa are appointed as Members of the District Fund Board of the Bangalore Circle in the room of Messrs. A. Sabhapati Mudaliyar, Rai-Bahadur, and Haji Mitta Kasim Saib, retired.

The 10th May 1893.

No. 18584—G. 4541.—Until further notice, the Dewan's postal address will be "Fern Hill, Ootacamund."

2. Notification No. 17513—G. 4325, dated 25th April 1893, is hereby cancelled.

No. 18454—G. 4508.—Under Article 171 of the Mysore Service Regulations, Mr. T. T. Leonard, Superintendent, Government Printing in Mysore, was granted one day's casual leave of absence on the 8th May 1893.

The 11th May 1893.

No. 18694—L. F. 173-92.—Mr. Lakkanna, Land-holder, is appointed a Member of the Tyamagondlu Municipality of the Nelamangala Taluk.

No. 18677—G. F. 105-92.—Under Article 188 of the Mysore Service Regulations, Mr. K. Ramachandra Rao, Assistant Commissioner, Tumkur District, is granted 2 months' privilege leave of absence from such date as he may avail himself of it.

No. 18743—G. 4571.—Vasudeva Rao, Deputy Amildar, Yedahalli in the Kadur District, is appointed to act as Amildar and 3rd Class Magistrate of the Mudgere Taluk during the absence of Amildar C. Shamaingar on leave, or until further orders.

2. Para 2 of Notification No. 15935—G. 3530, dated 27th March 1893, is hereby cancelled.



No. 18605—R. F. 176-92, DATED 10th MAY 1893.

Tenders are hereby invited for the exclusive privilege of the wholesale vend of ganja and any preparation thereof, except halva, throughout the Territories of Mysore, exclusive of the Civil and Military Station of Bangalore.

2. The contract will be for four years from 1st July 1893 to 30th June 1897.

3. Every tender must specify the minimum annual revenue which the tenderer will guarantee to Government, and shall be for one lump sum inclusive of local cess for the whole Province. No tender which guarantees to Government less than a minimum annual revenue of Rs. 8,000 including local cess, will be considered. Every tender must be accompanied by a deposit of Rs. 200 in cash, and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of wholesale vend of ganja and any preparation thereof, except halva, for all the Districts of the Mysore Province, excluding the Civil and Military Station of Bangalore."

4. The tenders must be delivered at the Excise Commissioner's Office at Bangalore on or before the noon of the 10th June 1893, when they will be opened by the Excise Commissioner in the presence of such of the applicants as may be present. The applicant whose tender may be selected by the Excise Commissioner for recommendation to Government, will be required to deposit at once in cash, or in Government securities duly endorsed in favor of "the Dewan of Mysore," a further sum equal to one-twelfth (or one month's instalment) of the annual amount guaranteed, failing which the deposit made with the tender, will be forfeited, and the contract otherwise disposed of at the sole risk of the tenderer who shall not be entitled to share in any increase which may thereby accrue.

5. When the decision of the Government is announced, the deposits made by the applicants whose tenders have been rejected, will be returned to them on application. The Government reserves to itself the power of rejecting the highest or any tender without assigning any reason.

6. The party whose tender may be accepted, shall, within 8 days after the Government decision has been communicated to him, deposit in the State Huzur Treasury a sum in cash, or Government securities duly endorsed in favor of "the Dewan of Mysore," which, with the sums previously deposited under para 4, shall be equal to one-fourth of the yearly revenue guaranteed, and shall execute an agreement in the prescribed form, on proper stamp, binding himself to conform to the conditions hereinafter set forth; and if he fails or refuses to sign the agreement, or to make the deposit required, the deposits already made, will be forfeited to Government, and the contract otherwise disposed of. No tender proposing any modification of any of the terms of this Notification, will be considered.

7. The contract for which tenders are now invited, shall be subject to the following conditions namely:—

*Conditions.*

I. The contract shall not be transferable without the previous sanction of the Excise Commissioner, subject to the approval of the Mysore Government.

II. For the purposes of this contract, Government may decline to recognize any representative, agent or partner appointed or taken by the contractors during the period of the contract, unless such representative, agent or partner shall have been first approved of by the Excise Commissioner for the time being.

III (A) The minimum amount guaranteed shall be payable to Government in 12 equal monthly instalments on or before the 20th of each month.



- (B) The contractor shall pay into the Taluk Treasuries of the State or into the Bangalore District Treasury fees on wholesale sales of ganja and preparations thereof at the rates prescribed by Government and mentioned in para VIII following. If the total amount of fees accruing on the wholesale sales of ganja and its preparations at the rates above mentioned, be not sufficient in any month to make up the instalment of the guaranteed amount for that month, the contractor shall pay such further amount as may be required to make up the deficiency. On the other hand, if the said fees exceed the said instalment, the excess shall be available to make up the deficiency in any other month of the same official year, this deficiency being adjusted by short payment into the Treasury when the khist for the month is tendered to the extent of such *net* excess sales as may be available when such khist fell due. If the sum available is at any time more than sufficient to make up the deficiency to which it has been applied, the surplus thus accruing shall be paid into the Bangalore District Treasury along with the instalment of the month in which such surplus was realised.
- (C) In case of default in the payment of any of the instalments as aforesaid up to the 15th of the month following that for which it is due, interest at 6 per cent per annum shall be payable in addition; and with the sanction of Government, it shall be lawful, for the Excise Commissioner, to declare the deposit forfeited, to order the contract to be taken under Government management, or to declare the lease forfeited and to dispose of it otherwise at the contractor's risk and loss, and further to recover all arrears together with the loss of revenue entailed on Government by such disposal, by the attachment and sale of his property, personal or real, including cash at Wholesale Depôts, in accordance with the rules relating to the recovery of arrears of land revenue.
- IV. The Excise Commissioner or Deputy Commissioner of each District shall be at liberty on good and valid grounds existing therefor, to make any alterations in the number and localities of the shops that he may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the contractor.
- V. The contractor shall sell ganja and its preparations only to licensed vendors, and shall not interfere with retail vendors in any way.
- VI. The ganja and majum and other preparations thereof sold, shall be of good quality, not black or old, or such as may have lost medicinal virtues, and must be without stalks and seeds which should be removed before issue to retail vendors, or equivalent weight of good ganja given for such stalks and seeds when returned by retail vendors, and must not be adulterated. Powdered ganja to the extent of 5 per cent only shall be taken by the vendors. Such powdered ganja may be made up by the retail vendors into *halva*. The contractor shall always keep on hand not less than one month's supply of ganja at each Wholesale Depôt and two months' stock (exclusive of the stock at depôts) at the Provincial Head-quarters Depôt at the Bangalore Distillery.
- VII. All ganja and its preparations transferred from a Wholesale Depôt in one District, to a Wholesale Depôt in another District, shall be covered by a Transport Pass in the prescribed form, and when sent from one Wholesale Depôt to another in the same District, they shall be covered by the "Contractor's Pass" in the prescribed form; and the conditions of such Passes shall not be infringed; and the number and date thereon shall be duly quoted in the depôt account against the entry of receipts in the depôt registers. Those sold at the depôt to retail vendors, shall be covered by a Permit in the prescribed form signed by the contractor or his authorized agent, the conditions whereof shall not be infringed.

- VIII. The fees inclusive of local cess on the wholesale vend, payable to Government, and rates of prices for the wholesale and retail vend of ganja and majum, per seer of 24 tolas, are fixed as specified below for the whole Province :—

	Rates of fee payable to Govt. on Wholesale vend.			Wholesale price.			Retail price.		
	Rs.	As.	P.	Rs.	As.	P.	Rs.	As.	P.
Ganja per seer of 24 tolas ...	0	6	0	0	10	0	0	13	0
Majum or any other preparation of ganja (except halva) per seer of 24 tolas...	0	2	0	0	4	0	0	5	0

- IX. The Deputy Commissioner shall have power to close any particular shop or shops, on the requisition of the Military Authorities or Magistracy, temporarily or permanently, and the contractor shall not be entitled to any compensation therefor. But with the approval of the Excise Commissioner, the number so reduced, might, if the public requirements demand it, be re-established in other adjacent towns or villages.
- X. No fee shall be levied for licenses for the retail vend of ganja except in the Cities of Bangalore and Mysore, where a fee of three rupees per mensem shall be charged for each license. Licenses for the vend of opium shall be granted free to vendors holding ganja licenses, and *vice versa*.
- XI. The Excise Commissioner in Mysore may permit the contractor to import ganja from beyond the Territories of Mysore under "Import passes" to be issued by him in communication with the authorities of the District from which the article is to be imported, and such drugs, with the passes granted, shall be duly brought to book first at the Provincial Head-quarters Depôt at the Bangalore Government Central Distillery, ere it is utilized or transferred to the Wholesale Depôts. To obviate complications in accounts, the stock of drugs sent to one District shall, as far as possible, be sold in that District.
- XII. The contractor shall keep at the Bangalore Distillery and render a true and correct account of all cash transactions and of ganja cultivated and drugs manufactured and bought and sold at the Wholesale Depôts, to the Excise Commissioner, monthly, and allow the officers of the Excise Department free access always to all the accounts kept by the contractor, which shall be true and accurate, and in the prescribed forms. And for the purposes of this contract, the contractor shall open an account showing in detail the prime cost of the drug, cost of carriage by cart and rail, other charges, if any, and total cost of drugs per maund. The number and date of transport or import passes shall be quoted, and each item duly vouched for with original receipts, &c., duly numbered. The cost of establishment, contingencies, &c., shall also be given monthly *in detail*. A copy of this account shall be furnished to the Excise Commissioner monthly, and the original accounts with vouchers shall be kept at the Provincial Head-quarters Depôt at the Bangalore Distillery.
- XIII. Disorderly conduct and irregular transactions at the Wholesale Depôts shall not be permitted by the contractor's agents or employés. The Wholesale Depôts shall be provided, at the contractor's cost, with correct scales and weights, duly stamped by Government; and further, all such employés shall, 15 days after the agreement is signed by the contractor, enter into engagements with the contractor to abide by the spirit and letter of the conditions entered into by the contractor with Government, and of the laws and rules in force, and such engagements shall be deposited for each District in the Deputy Commissioner's Office without delay. Such employés shall take out wholesale licenses if employed to sell the drugs, and sign permits for the contractor. With the permission of the Government Arrack carriage contractor, all Mutsaddis in charge of Bonded Depôts and with the consent of the Arrack Vend renters all Mutsaddis in charge of Farm Depôts may be employed as wholesale ven-

dors of ganja and its preparations, and paid such commission on the sales as shall be fixed by the Excise Commissioner, not exceeding one anna per seer sold by them. All ganja and majum remaining on hand on the 1st July 1893 at the Head-quarters Depot and all Wholesale Depôts, if of good quality and fit for use, shall be taken over by the contractor at an average rate of price struck on the rate entered in the accounts kept by the out-going contractor, on the value of the drugs so transferred. Similarly the contractor shall take over all scales and weights at the Head-quarters and other depôts, if correct and in good order, at a valuation to be fixed by the Excise Commissioner. The contractor shall be liable similarly to make over on the determination of his contract unsold stock in hand and scales and weights to his successor in the lease.

XIV. The contractor shall conform to the rules now in force, or any additional rules which may be prescribed from time to time by the Government, not inconsistent with the terms of this notification. Information on any other matters in connection with this contract, will be afforded at the Excise Commissioner's Office.

XV. The contractor shall be at liberty to raise his own ganja on applying for and obtaining a Government patia to be granted by the Amildar, the conditions whereof shall be strictly adhered to, or to purchase it from raiyats permitted to raise it.

XVI. For any infringement of the above conditions, the contractor shall be liable to a fine not exceeding Rs. 500 to be levied at the discretion of the Excise Commissioner, and to the forfeiture of the contract, with the approval of Government, if deemed necessary, and to such further penalties as are prescribed by the laws in force for breaches thereof or of the rules framed by Government.

8. The quantity and \*value of ganja sold and the excess sales over and above the minimum guaranteed amount effected in 1891-92 and during ten months of the current year, and the minimum guaranteed amount for 1892-93, are noted below:—

1891-92.														Ten months of 1892-93, April 1892 to January 1893.														No. of existing Depôts	No. of existing Retail shops.	Remarks.									
Ganja.							Majum.							Ganja.							Majum.																		
Quantity.	Value.	Quantity.	Value.	Total Value.	Minimum amount guaranteed.	Excess sales.	Quantity.	Value.	Total Value.	Minimum guaranteed amount for 1892-93.	Excess sales.	Quantity.	Value.	Total Value.	Minimum guaranteed amount for 1892-93.	Excess sales.																							
Beers.	T	R	A	P	S	T	R	A	P	R	A	P	S	T	R	A	P	R	A	P	R	A	P	R	A	P	R	A	P										
34,423	..	12,903	16	...	1,075	15	134	7	3	13,043	1	3	7,000	...	6,043	1	3	33,222	14	12,458	7	6	881	18	110	3	6	12,568	11	...	3,000	...	...	4,568	11	...	57	103	

\* NOTE.—Value calculated at the rate of 6 annas for ganja and 2 annas for majum per seer of 24 tolas.

The 11th May 1893.

No. 18783—G. 4576.—Mr. B. Ramaswami Iyer, Officiating Assistant Conservator of Forests, Kadur District, handed over, and Mr. B. Hira Singh, Forest Probationer, assumed, charge of the Kadur District Forest Office on the forenoon of the 20th March 1893.

2. Mr. B. Hira Singh delivered over, and Mr. M. G. Rama Rao, Forest Probationer, received, charge of the Shikarpur Forest Sub-Division Office on the forenoon of the 13th March 1893.

No. 18777—G. 4574.—Under Article 171 of the Mysore Service Regulations, Mr. P. R. W. Wetherall, Superintendent of Police, Mysore, was granted casual leave of absence for 5 days from the 29th April 1893.

14. Every application should be in the subjoined form and be accompanied by—

- (1) the certificates prescribed by paras 9 and 10 and 11.
- (2) a treasury officer's receipt for payment of the fee prescribed by para 13.

*Form of application for admission into the Mysore Local Service Examinations.*

Name of Applicant.	Father's Name.	Residence.	Age.	Whether Applicant claims admission under Rule (a) or Rule (b) or Rule 10.	If Applicant is in the Public Service.			Examination for which, and the place where, the Candidate wishes to appear, and language.	Examination, if any, which the Candidate has already passed.	Description of Enclosures produced.		
					Date of commencement of service.	Designation of present appointment.	Present substantive pay.			Certificate of qualifications under Rules 9 and 10.	Certificate of age and physical fitness under Rule, 11.	Receipt of fee paid under the Rules.

*The 9th May 1893.*

No. 13573—L. F. 156-92.—The list of Members, ex-officio and nominated, of the Local Fund Committee of the Bangalore Circle is published for the information of the general public.

EX-OFFICIO.

*President.*

Deputy Commissioner, Bangalore District.

*Members.*

1. Sub-Division Officer, Closepet.
2. Assistant Commissioner at District Head-quarters.
3. Executive Engineer, Bangalore Division.
4. Senior Surgeon and Sanitary Commissioner with the Government of Mysore.
5. Amildar of Bangalore.
6. Do Hoskote.
7. Do Dodballapur.
8. Do Nelamangala.
9. Do Kankanhalli.
10. Do Magadi.
11. Do Channapatna.
12. Do Anekal.
13. Do Devanhalli.

*Nominated Members.*

No.	Name.	Taluk to which each Member belongs.	Date of Appoint- ment.	Remarks.
1	Dharmaratnakaram Arcot Narayan- sami Mudaliar, Rai-Bahadur.	Bangalore	8th January 1892	
2	Mr. Mastan Saib ..	Channapatna	} 1889—90.	Holders of irrigated lands.
3	Mr. Gurikar Timmappa ..	Kankanhalli		
4	Mr. Nandagudi Ramaanna ..	Hoskote	5th August 1891.	Inamdar Member.
5	Mr. Sunkada Srikanta Rao ..	Devanhalli	18th Oct. 1892.	} Holders of irri- gated lands.
6	Mr. Patel Puttappa ..	Anekal	} 21st Jan. 1893.	
7	Mr. Desakulakarnika Dasappa ..	Nelamangala		

The 4th May 1893.

No. 18488—R. 2232.—Under the provisions of Section 6 of the Land Acquisition Act X of 1870, it is hereby declared that the undermentioned lands are required for a public purpose, i. e., for the Savar Parado grounds at Bangalore :—

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.				Boundaries.
				Description.	Number.	Area re-quired.	Assessment.	
Bangalore.	Bangalore.	Matadahalli.	Kempakka; wife of Nan-jaiya.	Dry	Portion of No. 1	5 37	8 12 0	East—Boundary of the Bedarhalli vil-lage, belonging to Civil and Mili-tary Station.
			Mariyamma, wife of Gan-ganna.	Do	Part No. 1	.. 36	1 8 0	West—Water works channel and Survey No. 3.
			Vakkaligar Mudloppa ...	Do	Part No. 1	5 15	7 12 0	North—Matadahalli village and Survey No. 50.
			Kempakka ...	Do	2	.. 24	0 12 0	South—Road and Survey No. 2.
								East—Survey No. 1.
								West— Do
								North— Do
								South— Do
			Muniya, son of Homaiya.	Do	50	6 39	10 0 0	East—Boundary of the Byadarhalli vil-lage.
								West—Matadahalli village.
								North—Survey Nos. 48 and 49 and boundary of the Byadarhalli vil-lage attached to Civil and Mili-tary Station.
								South—Survey No. 1.
Bangalore.	Bangalore.	Matadahalli.	Vonkatappa, son of Kempanna.	Garden	48	1 22	10 0 0	East—Survey No. 49.
								West—Lane.
								North—Trench.
								South—Survey No. 50.
			Venkatsubbhaiya, son of Atchanna.	Do	49	.. 34	5 8 0	East—Boundary of the Byadarhalli vil-lage attached to Civil and Mili-tary Station.
								West—Survey No. 48.
								North—Ditch.
Bangalore.	Bangalore.	Matadahalli.						South—Survey No. 50.
			Muniyappa, son of Nanja.	Dry Garden	47	.. 33	12 0 0	East—Boundary of the Byadarhalli vil-lage.
					...	1 13		West—Lane.
								North—Survey No. 46.
								South—Ditch.
			Dodranganna, son of Chikranganna.	Dry	46	13 ...	17 0 0	East—Boundary of the Kayamgutta Devarjibanahalli village.
								West—Lane.
Kaval Bairasandra.	Kaval Bairasandra.	Matadahalli.						North—Survey No. 45.
								South—Survey No. 47.
			Sitappa ...	Do	Part No. 45	4 14	5 4 0	East—Boundary of the Kaval Bairasandra and Devarjibanahalli village.
								West—Lane.
								North—Survey No. 45.
								South—Survey No. 46.
			Kurubar Munisallanna...	Dry	7	2 18	3 0 0	East—Boundary of the Kayamgutta Devarjibanahalli village.
Kaval Bairasandra.	Kaval Bairasandra.	Matadahalli.			Part No.			West—Boundary of the Matadahalli village.
			Nili Channamma ...	Do	8	1 30	2 4 0	North—Portions of Survey Nos. 7 and 8.
								South—Boundary of the Kayamgutta Devarjibanahalli village.

District.	Taluk.	Village.	Names of Holders.	Particulars of Lands.				Boundaries.
				Description.	Number.	Area re-quired.	Assessment.	
Bangalore.	Bangalore.	Kayangutta Daverjibahalli.	Krishnapandit	Dry	...	A. G. 153 31	Rs. A. P. ....	East—Land attached to Kayangutta Daverjibahalli village and boundary of the Byadarhalli vil- lage. West—Boundary of the Matadahalli village. North—Land attached to Daverjibana- halli village and boundary of the Kaval Bairasandra village. South—Boundary of the Byadarhalli village.

The 13th May 1893.

No. 18977—G. 4613.—Mr. H. V. Nanjundaiya, Sub-Judge of Bangalore, was granted 4 days' leave without allowances from the 18th January 1893, under Section 221 of the Mysore Service Regulations.

1. The petition box kept at the Dewan's Office, Bangalore, will be cleared at 12 noon every day by the Chief Secretary, and in his absence from Bangalore, by the Under-Secretary.
2. Petitioners will be heard at the Office of the Dewan at 3 P. M. on every Thursday.

By Order,  
T. ANANDA ROW,  
Chief Secretary.

*Proceedings of the Government of His Highness the Maharaja of Mysore,  
(Revenue),—dated 1st April 1893.*

READ :—

Correspondence ending with letter No. 922, dated 5th January 1893, from the Deputy Commissioner, Mysore District, relating to the levy of water-rate on certain lands in the Inam village of Turkerhudi in Tirumakudlu-Narsipur Taluk.

No. 16512-21—R. 2029, DATED, BANGALORE, 1ST APRIL 1893.

ORDER THEREON.—The Inamdar is not liable to pay any water-rate in respect of lands which, at the time of the grant of the Inam, were actually wet and irrigated from the same source as now. The correspondence shows a confusion in the minds of some local officers between "Water-rate" and "Irrigation Cess." A "Water-rate" is a levy of the nature of a land assessment, and the wet assessment may be regarded as composed of the ordinary dry assessment plus a water-rate for irrigation supplied from a particular existing source. If the grant of the Inam alienated the wet assessment on certain lands under a particular source of irrigation and the same lands are now reasonably identifiable, the mere fact that the same source of irrigation has recently been repaired by the State cannot give the Government the right to levy a "water-rate" from such lands, for such a levy would amount to a resumption of part of the originally alienated Revenue. The Inamdar of course cannot claim exemption from water-rate in respect of lands newly converted into "wet" or old wet lands brought under a new source of irrigation established by Government.

2. If the old source of irrigation had fallen into disuse and consequently the Inamdar's wet lands under it could not be and had not been all irrigated and if the work is now repaired by Government, the Inamdar must, under existing rules, pay a share of the cost of such repair, proportionate to the extent of the benefit accruing to him thereby.

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T. ANANDA ROW,  
Chief Secretary.